

APPLICATION FOR FIRE HYDRANT METER USE

Application is hereby made by the undersigned Contractor for the use of temporary fire hydrant meters during certain construction operations as provided by Section 8.9 of the San Antonio Water Systems' Regulations for Water Service. San Antonio Water System ("SAWS") approves this Application provided that Contractor comply with all terms and conditions of this Application.

Terms and Conditions

I. Definitions

- A. SAWS. San Antonio Water System
- B. METER. A water meter that measures the quantity of water supplied through the meter.
- C. CONTRACTOR. Undersigned applicant through its authorized representative.

II. Responsibilities of Contractor

A. The Contractor shall:

1. Use the SAWS fire hydrant meters (painted yellow) only on fire hydrants owned and operated by SAWS (painted silver) and connected to the SAWS distribution system.
2. Obtain written approval from SAWS to withdraw water from a SAWS fire hydrant for any purpose other than as authorized by this application.
3. Be responsible for the safekeeping of the meter, valve and connections. The Contractor shall be liable for the loss or any damage sustained to the meter, valve or connections during its period of use.
4. Comply with backflow protection requirements for all water hauling equipment and/or potable water mixing tanks as listed in Attachment "A". Questions regarding backflow requirements should be referred to (210) 233-3332.
5. Provide current information to SAWS as to water, fire hydrant, and meter use and locations of use. Also provide current address and contact information for Contractor.
6. Comply with all SAWS instructions, including immediate return of meters upon request and executing a new application for meters previously issued to Contractor.
7. Use the meter to measure the volume of water withdrawn from a fire hydrant.
8. Use water withdrawn from a fire hydrant only for the purpose described in this application.
9. Comply with applicable regulations and procedures relating to withdrawal of water from a fire hydrant. Use only one connection to a fire hydrant.
10. Inspect the fire hydrant before operation to verify the fire hydrant is in working order without any deficiencies; if a deficiency is found, do not use the fire hydrant and report the problem immediately to SAWS at 704-SAWS.
11. Open or close a fire hydrant with a special fire hydrant wrench that is designed and manufactured for that purpose.
12. Open a fire hydrant slowly to a fully open position and use a fire hydrant only in a fully open position.
13. Close a fire hydrant slowly to a completely closed position when not in use.
14. Regulate the volume or flow of water from a fire hydrant by using a utility-installed gate valve for a fire hydrant-mounted meter with a reduced pressure backflow prevention assembly.
15. Immediately comply with an order given by SAWS, a firefighter, or a law enforcement officer to cease withdrawal of water from a fire hydrant.
16. If requested by SAWS, a fire fighter, or a law enforcement officer, disconnect all equipment from a hydrant and leave the area.
17. Report meter readings to Accounting from each meter by the 16th of each month. If the Contractor does not provide a reading for any given meter by the 16th of the month, usage will be estimated for the meter and billed using the average usage of other fire hydrant meter customers during the previous month.
18. Check in and exchange meters at six (6) month intervals.
19. Customer shall not attach more than one meter to a fire hydrant and shall not preclude access to any remaining fire hydrant attachment openings.
20. Contractor shall grant access to meter to any SAWS representative.
21. Contractor shall ensure that there is no water leaking from the meter or other related equipment used with the meter.
22. Contractor shall follow all City Ordinances pertaining to water restrictions and conservation.

B. The Contractor shall not:

1. Make an unmetered withdrawal of water from a fire hydrant.
2. Use a fire hydrant valve to regulate the volume or flow of water withdrawn from the fire hydrant.
3. Open or close a fire hydrant except with a special fire hydrant wrench.
4. Obstruct a fire hydrant or street right-of-way or create a hazard to a person or property while withdrawing water from a fire hydrant.
5. Damage, destroy, or tamper with a meter installed on a fire hydrant.
6. Violate any applicable laws or regulations or use the fire hydrant, meter, valves, connections or other equipment in an unsafe manner.
7. Withdraw water from a fire hydrant for subsequent resale.
8. Mount any meter on a vehicle.
9. **Put a yellow SAWS' fire hydrant meter on any fire hydrant that is NOT painted SILVER.**

III. Rates and Fees: Security Deposit

Contractor shall pay the rates and fees set forth on SAWS website http://www.saws.org/business_center/developer/firehydrants/ as well as any applicable security deposit(s). Rates, fees and security deposit are subject to change at any time. Bills will be rendered monthly and payments will be due in accordance with existing SAWS practices. A 5% gross penalty amount will be due and charged after 10 days from the payment due date. In the event of non-payment of any bill by the Contractor, SAWS may suspend or terminate service and the Contractor shall not be able to contract for any additional meters until all arrears, including applicable fines, from the current contract have been satisfied.

IV. Other Provisions

SAWS may disconnect and confiscate the meter or any other related equipment at any time or interrupt service should it determine that contractor has not complied with the terms of this agreement or that operation of a fire hydrant, meter or other related equipment constitutes a threat to public health or safety, the environment, the operation of the public water system, or contamination of the water supply.

In the event this application is revoked by SAWS as a result of Contractor's violation of its terms, Contractor shall not be entitled to a refund or credit for fees paid or deposits made.

Contractor shall be liable for all damages and/or fines resulting from the operation and use of SAWS property, Contractor's property, and for any violations of the terms of this application.

CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, SAWS and the elected officials, employees, officers, directors, volunteers and representatives of SAWS, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon SAWS directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this APPLICATION, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this APPLICATION, all without however, waiving any governmental immunity available to SAWS under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF SAWS, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF SAWS, UNDER THIS APPLICATION. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise SAWS in writing within 24 hours of any claim or demand against SAWS or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this APPLICATION and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. SAWS shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this APPLICATION, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, SAWS from the consequences of SAWS' OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of SAWS is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of SAWS is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF SAWS AND IN THE NAME OF SAWS, any claim or litigation brought against SAWS and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise SAWS in writing within 24 hours of any claim or demand against SAWS or CONTRACTOR known to CONTRACTOR related to or arising out of contractor's activities under this APPLICATION.

THIS APPLICATION IS EFFECTIVE FOR A PERIOD OF ONE (1) YEAR FROM THE DATE APPROVED BY SAWS

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Company Name: _____

_____ **I understand that a yellow SAWS Fire Hydrant Meter should only be used on a SILVER SAWS Fire Hydrant in the San Antonio vicinity.**

Contractor Information Disclosure:

Contractor: _____

Mailing Address: _____

Physical Address: _____
(If different from above) _____

Phone Number: _____

E-mail Address: _____

Fax Number: _____

Federal Taxpayer ID: _____

Purpose of fire hydrant usage: _____

If this is for a SAWS job, please fill out the following:

SAWS Job #: _____

SAWS Contact Name: _____

APPROVED: SAN ANTONIO WATER SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

Deposit Information

Customers whose main office is located **inside** Bexar County will be required to pay a \$910.00 property and payment security deposit for each meter received.

Customers whose main office is located **outside** Bexar County will be required to pay a \$1,060.00 property and payment security deposit for each meter received.

2009 Charges*

Current Charges

Daily Rental Charge \$6.50

Water Use Charges

Water Supply Fee per 100 gallons \$1.1529

**Pass-through of Edwards Aquifer Authority Permit Fee \$0.01222
Per 100 gallons**

Metered Water Sales

Metered Water Sales per 100 gallons \$1.1410

***Please note rates are subject to change on a yearly basis**

I, _____, certify that I received all 7 pages of the SAWS Fire Hydrant Meter Contract.

Date

Signature of Company representative

Attachment A

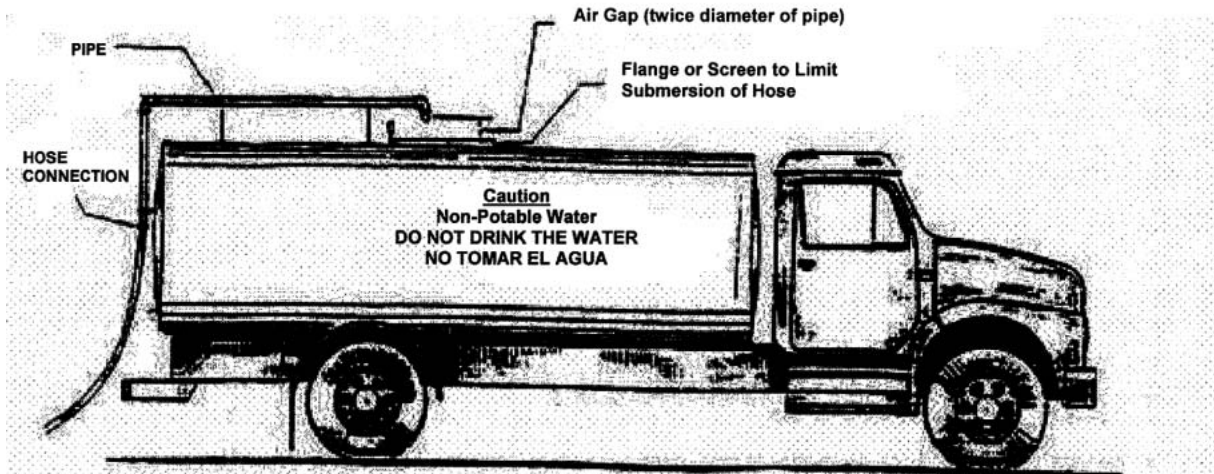


Figure A

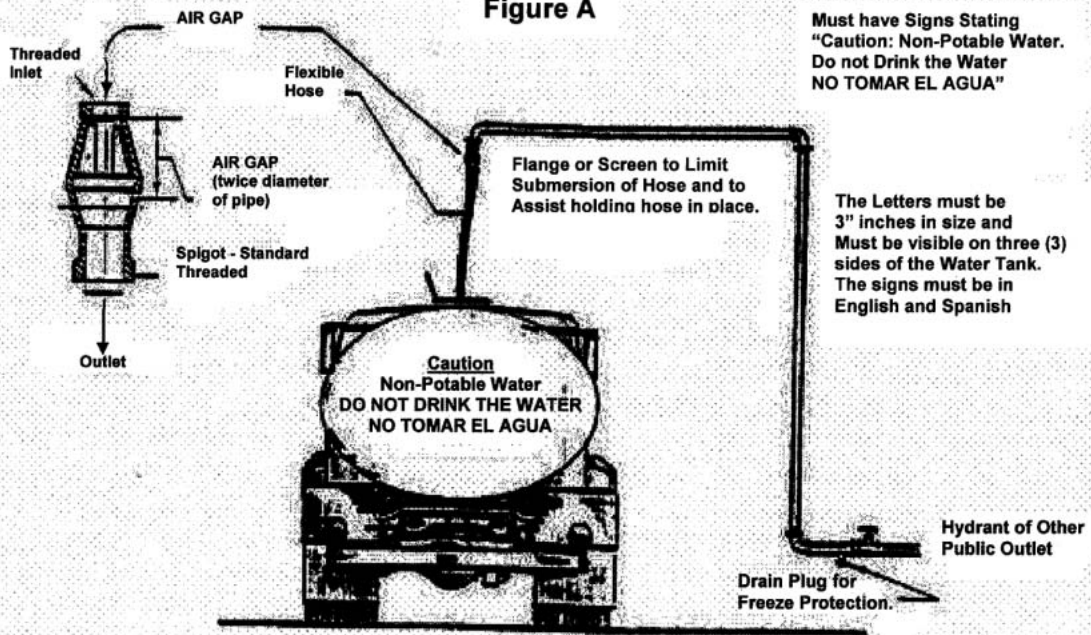


Figure B

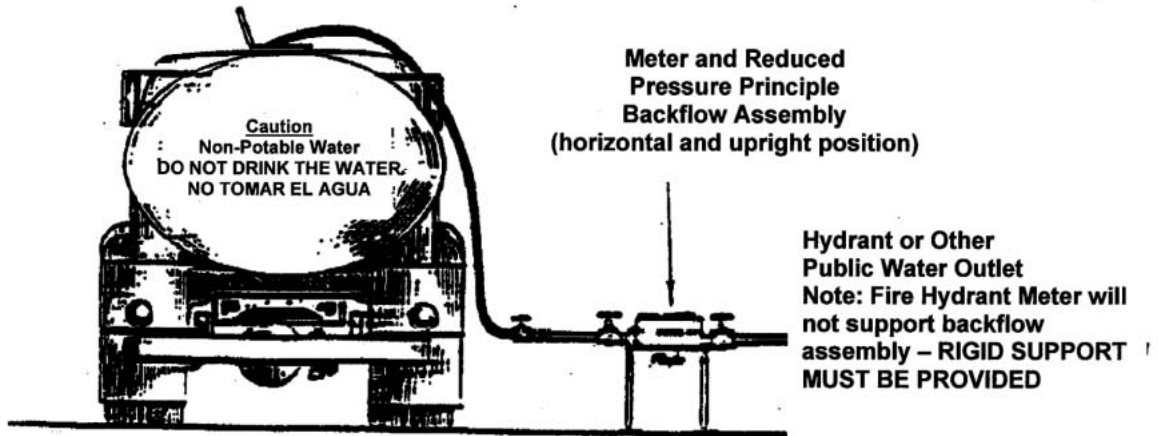


Figure C

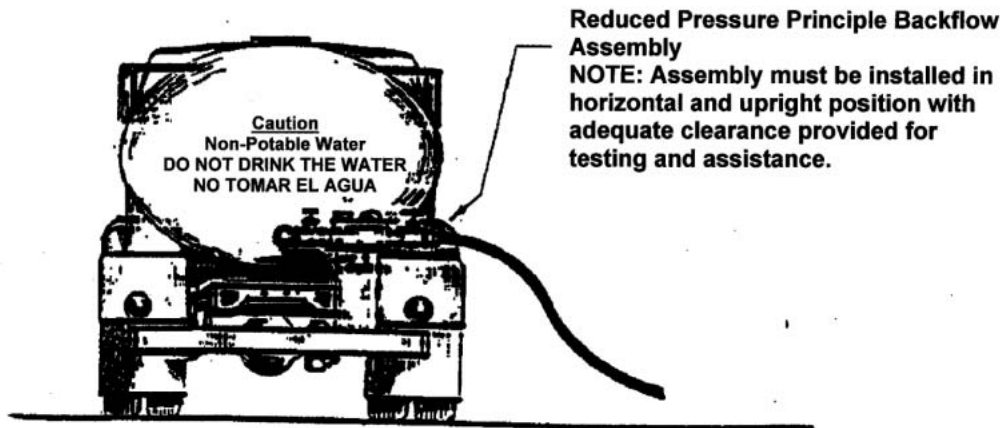


Figure D

Backflow Prevention Method-Reduced Pressure Principle Assembly